

Lee County Board of County Commissioners

Agenda Item Summary

Blue Sheet No. 20020402

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the acquisition of Parcel 329, for the Imperial Street Widening Project No. 4060, in the amount of \$155,000, plus moving allowance of \$2,000, pursuant to the terms and conditions as set forth in the Agreement for Purchase and Sale of Real Estate; authorize payment of necessary costs to close; authorize Chairman on behalf of the Board of County Commissioners to execute the Agreement; authorize the Division of County Lands to handle and accept all documentation necessary to complete this transaction.

WHY ACTION IS NECESSARY: The Board must formally accept all real estate conveyances to Lee County.

WHAT ACTION ACCOMPLISHES: The acquisition of property during the voluntary phase of the project, thus avoiding the Board's need to exercise its power of Eminent Domain at a future date.

2. DEPARTMENTAL CATEGORY: 06

3. MEETING DATE:

COMMISSION DISTRICT #: 3

C6A

05-07-2002

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE 125
 - ORDINANCE
 - ADMIN.
 - OTHER

6. REQUESTOR OF INFORMATION

- A. COMMISSIONER
- B. DEPARTMENT *Independent*
- C. DIVISION *County Lands TLM 4-15-02*
- BY: *Karen L. W. Forsyth, Director*

7. BACKGROUND: Pursuant to an agreement with the City of Bonita Springs, the Division of County Lands has been requested by the Department of Transportation to acquire right of way for the Imperial Street Widening Project No. 4060. The project consists of a four-lane divided highway with sidewalks from Bonita Beach Road to East Terry Street.

This acquisition consists of the fee interest in property improved with a single-family residence, further identified as Strap No. 36-47-25-B2-01042.0000, located at 27343 Imperial Street in Bonita Springs.

The owners of Parcel 329, Randall Bender and Penelope Bender, husband and wife, have agreed to sell the subject parcel for \$155,000, plus a moving allowance of \$2,000. The County is to pay closing costs of approximately \$2,200. Seller is responsible for real estate broker and attorney fees, if any.

The appraised value of the parcel is \$155,000. The appraisal was performed by J. Lee Norris, MAI, SRA, of Carlson, Norris and Associates, Inc.

Staff recommends the Board approve the Requested Motion.

Funds are available in Account 20406063000.506110

- 20 - CIP
- 4060 - Imperial Street
- 63000 - City of Bonita Springs Impact Fees
- 506110 - Land

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	COM	RISK	GC	
<i>4/18/02</i>	<i>N/A</i>	<i>N/A</i>	<i>15/10</i>	<i>4/22/02</i>	<i>4/23/02</i>	<i>4/23/02</i>	<i>4/24</i>	<i>4/22/02</i>	<i>4-18-02</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

REC'D.
BY CO. ATTY.
4/22/02
CO. ATTY.
4-22-02 8:15

RECEIVED BY
COUNTY ATTY.
4/22/02 9:45am
FORWARDED TO
4/24 400

This document prepared by
Division of County Lands
Project: Imperial Street Widening, No. 4060
Parcel: 329
STRAP No.: 36-47-25-B2-01042.0000

BOARD OF COUNTY COMMISSIONERS

LEE COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT for purchase and sale of real property is made this 2ND day of APRIL, 2002, by and between Randall Bender and Penelope Bender, husband and wife, hereinafter referred to as SELLER, whose address is 27343 Imperial Street, Bonita Springs, Florida 34135, and Lee County, a political subdivision of the State of Florida, hereinafter referred to as BUYER.

WITNESSETH:

1. **AGREEMENT TO PURCHASE AND TO SELL:** SELLER agrees to sell and BUYER agrees to purchase, subject to the terms and conditions set forth below, a parcel of land consisting of 17,440 square feet, more or less, and located at 27343 Imperial Street, Bonita Springs, Florida 34135, and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property will be acquired for the Imperial Street Widening Project, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be One Hundred Fifty-Five Thousand and 00/100 (\$155,000.00), payable at closing by County Warrant.

3. **EVIDENCE OF TITLE:** BUYER will obtain at BUYER'S expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of Purchase Price, from a title company acceptable to BUYER. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

4. **CONDITION OF PROPERTY; RISK OF LOSS:** BUYER has inspected the Property and, except as is otherwise provided herein, accepts the Property in the condition inspected. Any loss and/or damage to the Property occurring between the date of this offer and the date of closing or date of possession by BUYER, whichever occurs first, will be at SELLER's sole risk and expense. However, BUYER may accept the damaged property and deduct from the purchase price any expenses required to repair the damage, or BUYER may cancel this Agreement without obligation.

5. **SELLER'S INSTRUMENTS AND EXPENSES:** SELLER will pay for and provide:

- (a) A statutory warranty deed, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) utility services up to, but not including the date of closing;
- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) payment of partial release of mortgage fees, if any;
- (e) SELLER's attorney fees, if any.

6. **BUYER'S INSTRUMENTS AND EXPENSES:** BUYER will pay for:

- (a) Recording fee for deed;
- (b) documentary stamps on deed;
- (c) survey, (if desired by BUYER).

7. **TAXES:** SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing.

8. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the property. If title or legal access is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make corrections within 60 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.

9. **SURVEY:** BUYER may order the Property surveyed at BUYER's expense. SELLER agrees to provide access to the Property for the survey to be performed. If the survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat those discrepancies, violations or encroachments as a title defect.

10. **ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER's expense, an environmental audit of the Property. If the audit identifies environmental problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER hereby warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER further warrants that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities that have or may have accommodated hazardous materials. There is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity that could have produced hazardous materials or toxic effects on humans, flora or fauna. There are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. There is no evidence of release of hazardous materials onto or into the Property.

The SELLER also warrants that there have been no requests from any governmental authority or other party for information, notices of claim, demand letters or other notification that there is any potential for responsibility with respect to any investigation or clean-up of hazardous substance releases on the property. All warranties described herein will survive the closing of this transaction.

In the event the SELLER breaches the warranties as to environmental liability, SELLER agrees to indemnify and hold the BUYER harmless from all fines, penalties, assessments, costs and reasonable attorneys' fees resulting from contamination and remediation of the property.

12. **TIME AND BINDING AGREEMENT:** Time is of the essence for closing this transaction. The BUYER's written acceptance of this offer will constitute an Agreement for the purchase and sale of the Property and will bind the parties, their successors and assigns. In the event the BUYER abandons this project after execution of this Agreement, but before closing, BUYER may terminate this Agreement without obligation.

13. **DATE AND LOCATION OF CLOSING:** The closing of this transaction will be held at the office of the insuring title company on or before **January 1, 2003**. The time and location of closing may be changed by mutual agreement of the parties.

14. **ATTORNEYS' FEES:** The prevailing party in any litigation concerning this Agreement will be entitled to recover reasonable attorneys' fees and costs.

15. **REAL ESTATE BROKERS:** SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.

16. **POSSESSION:** SELLER warrants that there are no parties in possession other than SELLER unless otherwise stated herein. SELLER agrees to deliver possession of Property to BUYER at time of closing unless otherwise stated herein.

17. **TYPEWRITTEN/HANDWRITTEN PROVISIONS:** Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.

18. **SPECIAL CONDITIONS:** Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

Page 6 of 6

WITNESSES:

Paul I. Spang

Alfred J. McWhorter

SELLER:

Randall W. Bender 4-2-02
Randall Bender (DATE)

WITNESSES:

Paul I. Spang

Alfred J. McWhorter

SELLER:

Penelope K. Bender 4-2-02
Penelope Bender (DATE)

CHARLIE GREEN, CLERK

BUYER:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

SPECIAL CONDITIONS

BUYER: Lee County
SELLER: Randall & Penelope Bender
PARCEL NO. 329

Buyer and Seller hereby covenant that the purchase price recited herein, except as noted below, includes payment for all fixtures, including but not limited to, built-in appliances, air conditioning units, hot water heaters, ceiling fans, screen enclosures, windows, doors, floor covering and landscaping, as of the date of the Buyer's appraisal (December 23, 2001).

Buyer's authorized agent will inspect the house and all other real property and improvements prior to closing. Removal of any fixtures(s) by Seller, except as noted below, may cause a delay in closing and a reduction in the purchase price. All additional costs associated with any breach of this covenant will be paid by the Seller. This covenant shall survive closing.

Upon the Buyer's written acceptance of this Agreement, Seller hereby give permission allowing entry to the premises by County Representatives, upon first receiving 48 hours prior notice, in order for the premises to be inspected to determine if relocating any or all real estate improvements is feasible subsequent to closing and the County taking possession of the property.

Upon closing, Buyer shall pay Seller \$2,000.00 moving allowance.

Prior to closing, in consideration of the purchase and sale of the subject property, Seller may carefully remove and/or replace only those appliances, fixtures, or improvements to the subject property under the terms identified below. Title to all other fixtures and improvements will remain part of the subject property for purposes of transfer.

Items that may be removed: all wire shelving, all cabinets and countertops in the kitchen area, all appliances (including the disposal and range hood), all ceiling fans, and window blinds.

All removal and/or replacements must be done in good workmanship manner and no part of the structure damaged including holes in walls, ceilings, or exterior.

WITNESSES:

Paul S. Deane
Alfred J. [Signature]

SELLER:
Randall W. Bender 4-2-02
Randall Bender (DATE)

WITNESSES:

Paul S. Deane
Alfred J. [Signature]

SELLER:
Penelope K. Bender 4-2-02
Penelope Bender (DATE)

CHARLIE GREEN, CLERK

BUYER:
LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

EXHIBIT "A"

Project: Imperial Street Widening, No. 4060

Parcel: 329

STRAP No.: 36-47-25-B2-01042.0000

Lot 42, Imperial Oaks Subdivision, according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court, in Plat Book 36, Pages 72 and 73, Public Records of Lee County, Florida.

Division of County Lands

Updated In House Title Search
Search No. 21579/D
Date: April 11, 2002
Parcel: 329
Project: Imperial Street Widening
Project #4060

To: Teresa L. Mann, SR/WA
Property Acquisition Agent

From: Shelia A. Bedwell, CLS 
Real Estate Title Examiner

STRAP: 36-47-25-B2-01042.0000

An update has been requested of In House Title Search No. 21579/D which covers the period beginning January 1, 1940, at 8:00 a.m. and is now complete through March 24, 2002, at 5:00 p.m.

Subject Property: Lot 42, Imperial Oaks Subdivision according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court, in Plat Book 36, Pages 72 and 73, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Randall Bender and Penelope Bender, husband and wife

by that certain instrument dated December 23, 1992, recorded December 30, 1992, in Official Record Book 2351, Page 334, Public Records of Lee County, Florida.

Subject to:

1. Title to oil, gas and mineral rights and leases on subject property is specifically omitted from this report.
2. Ten foot (10') Utility Easement along the west lot line, as shown on Plat in Plat Book 36, Page 73, Public Records of Lee County, Florida. (Affects project area)
3. Easement Dedication recited on Plat: All lots are subject to a ten foot (10') Utility Easement on all street lines. All lines are subject to a six foot (6') Utility Easement on side lot lines. (Affects project area)
4. Mortgage executed by Randall W. Bender and Penelope K. Bender, husband and wife, to Chemical Residential Mortgage Corporation, dated April 13, 1993, recorded April 16, 1993, in Official Record Book 2378, Page 2375, Public Records of Lee County, Florida.

Updated In House Title Search
Search No: 21579/D
Date: April 11, 2002
Parcel: 329
Project: Imperial Street Widening
Project #4060

NOTE (1): For information: There is a Right-Of-Way Agreement by and between Robert A. Lawhon, Jr. (the developer of the subdivision) and Bonita Springs Water System, Inc., granting an easement over and across the east side of Imperial Street for utility purposes, as recorded in Official Record Book 828, Page 34.

NOTE (2): For information: The subdivision plat shows a five foot (5') strip of land lying between the existing road right-of-way line for Imperial Street (being 25 feet in width from the centerline) and the boundary lines of the lots adjacent to the east of the street. According to the legal description for the subdivision, this strip is included in the platted land and is dedicated to Lee County, as set forth on the recorded plat in Plat Book 36, Pages 72 and 73.

NOTE (3): There is a drainage easement running across the Easterly portion of Lot 42, as shown on plat.

NOTE (4): Deed recorded in Official Record Book 2284, Page 4151, Public Records of Lee County, Florida, does not contain marital status of the grantor(s), joinder by spouse, or statement regarding homestead status of subject property. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

Tax Status: 2001 taxes have been paid in full.

(The end user of this report is responsible for verifying tax and/or assessment information.)

The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.

STAFF REVIEW

Carlson, Norris and Associates, Inc.

Summary Appraisal Report - UNIFORM RESIDENTIAL APPRAISAL REPORT

Project No. 4060

Property Address: 27343 Imperial Street Parcel 329** City Bonita Springs State FL Zip Code 34135
 Legal Description: Lot 42, Imperial Oaks Subd., PB 36, PG 73
 Assessor's Parcel No. 36-47-25-B2-01042.0000 Tax Year 2001 R.E. Taxes \$ 1,596.78 Special Assessments \$ 0.00
 Borrower: BENDER, Randall & Penelope Current Owner: Randall & Penelope Bender Occupant: Owner Tenant Vacant
 Property rights appraised: Fee Simple Leasehold Project Type: PUD Condominium (HUD/VA only) HOA \$ N/A /Mo.
 Neighborhood or Project Name: Bonita Springs Map Reference: 36-47-25 Census Tract 505.00
 Sale Price \$: Not a Sale Date of Sale: N/A Description and \$ amount of loan charges/concessions to be paid by seller: N/A
 Lender/Client: Lee County - County Lands Address: P.O. Box 398, Fort Myers, FL 33902-0398
 Appraiser: Phil Benning, Associate Address: 1919 Courtney Drive, Suite 14, Fort Myers, FL 33901

Location: Urban Suburban Rural
 Built up: Over 75% 25-75% Under 25%
 Growth rate: Rapid Stable Slow
 Property values: Increasing Stable Declining
 Demand/supply: Shortage In balance Over supply
 Marketing time: Under 3 mos. 3-6 mos. Over 6 mos.
 Predominant occupancy: Owner Tenant Vacant (0-5%) Vac. (over 5%)
 Single family housing PRICE \$ (000): 85 Low New
 AGE (yrs): 200 High 25
 Present land use %: One family 85, 2-4 family 10, Multi-family
 Land use change: Not likely Likely In process
 To: **Imperial Street Widening Project

Note: Race and the racial composition of the neighborhood are not appraisal factors.
 Neighborhood boundaries and characteristics: Bounded by E. Terry Street to the north, I-75 east, Bus. US 41 west & Bonita Beach Road south. Predominately single family residential.
 Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.):
 The market area is a maturely developed residential area in east Bonita Springs with typically average quality single family homes, manufactured homes & duplexes. Shopping, area beaches & employment centers are located nearby. Stable to slightly increasing employment and property values are prevalent. There is convenient access to Bonita Beach & the Gulf by way of Bonita Beach Road.

Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.):
 No unusual marketing concessions are necessary for this market area. Resales are sold with conventional financing and cash. Fixed, adjustable, & purchase money mortgages are available with rates are currently in the 5% to 7.5% range. Supply & demand is in balance, with typical marketing time between 3 & 6 months.

Project Information for PUDs (if applicable) - is the developer/builder in control of the Home Owners' Association (HOA)? Yes No
 Approximate total number of units in the subject project: N/A Approximate total number of units for sale in the subject project: N/A
 Describe common elements and recreational facilities:

Dimensions: 80' x 115' (Effective) additional 102.5 S.F. Is drainage easement
 Site area: 9,200 S.F. Corner Lot: Yes No
 Specific zoning classification and description: RS-1, Residential Single Family
 Zoning compliance: Legal Legal nonconforming (Grandfathered use) Illegal No zoning
 Highest & best use as improved: Present use Other use (explain):
 Utilities: Public Other Off-site Improvements Type Public Private
 Electricity: Street Paved Asphalt
 Gas: Curb/gutter None
 Water: Sidewalk None
 Sanitary sewer: Street lights Pole
 Storm sewer: Alley None
 Topography: Level
 Size: Typical
 Shape: Rectangular
 Drainage: Appears Adequate
 View: Residential/Retention
 Landscaping: Average
 Driveway Surface: Concrete
 Apparent easements: Drainage East
 FEMA Special Flood Hazard Area: Yes No
 FEMA Zone: AE Map Date: 07/20/98
 FEMA Map No.: 125124 0510 D
 Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.): No adverse site conditions were noted. Site improvements: Fill/landscaping/sod \$5,500; water/septic \$3,500; driveway/walk \$1,800, impact fees \$2,800.

GENERAL DESCRIPTION	EXTERIOR DESCRIPTION		FOUNDATION		BASEMENT		INSULATION	
No. of Units: 1	Foundation: Conc. Slab	Slab: None	Area Sq. Ft.: None	Roof: <input type="checkbox"/>				
No. of Stories: One	Exterior Walls: CBS	Crawl Space: None	% Finished: N/A	Ceiling: *Adeq. <input checked="" type="checkbox"/>				
Type (Det./Att.): Detached	Roof Surface: Comp. Shingle	Basement: None	Ceiling: N/A	Walls: *Adeq. <input checked="" type="checkbox"/>				
Design (Style): Ranch	Gutters & Dwnspnts: Aluminum	Sump Pump: None	Walls: N/A	Floor: <input type="checkbox"/>				
Existing/Proposed: Existing	Window Type: Aluminum	Dampness: None Obsrvd.	Floor: N/A	None: <input type="checkbox"/>				
Age (Yrs.): 8/1993	Storm/Screen: No/Screen	Settlement: None Obsrvd.	Outside Entry: N/A	Unknown: <input type="checkbox"/>				
Effective Age (Yrs.): 5 Years	Manufactured House: No	Infestation: None Obsrvd.		*Assumed Adeq.				

ROOMS	Foyer	Living	Dining	Kitchen	Den	Family Rm.	Rec. Rm.	Bedrooms	# Baths	Laundry	Other	Area Sq. Ft.
Basement												
Level 1	Area	1	Area	1				3	2			None
Level 2												1,821

Finished area above grade contains: 5 Rooms; 3 Bedroom(s); 2 Bath(s); 1,821 Square Feet of Gross Living Area

INTERIOR	Materials/Condition	HEATING	Type	KITCHEN EQUIP.	ATTIC	AMENITIES	CAR STORAGE
Floors	Carpet/Vinyl	None	Cent.	Refrigerator <input type="checkbox"/>	None <input type="checkbox"/>	Fireplace(s) # 0 <input type="checkbox"/>	2 Garage
Walls	Drywall	Fuel	Elect.	Range/Oven <input checked="" type="checkbox"/>	Stairs <input type="checkbox"/>	Patio <input type="checkbox"/>	Garage # of cars
Trim/Finish	Colonial	Condition	New	Disposal <input checked="" type="checkbox"/>	Drop Stair <input checked="" type="checkbox"/>	Deck <input type="checkbox"/>	Attached 2 Cars
Bath Floor	Vinyl	COOLING	Adeq.	Dishwasher <input checked="" type="checkbox"/>	Scuttle <input type="checkbox"/>	Porch Scr/200sf <input checked="" type="checkbox"/>	Detached
Bath Wainscot	Ceramic Tile	Central	Yes	Fan/Hood <input checked="" type="checkbox"/>	Floor <input type="checkbox"/>	Fence <input type="checkbox"/>	Built-in
Doors	Hollow core	Other	Fans	Microwave <input type="checkbox"/>	Heated <input type="checkbox"/>	Pool <input type="checkbox"/>	Carport
All above in avg. condition	Condition	New		Washer/Dryer <input type="checkbox"/>	Finished <input type="checkbox"/>	Scr. Entry/58sf <input checked="" type="checkbox"/>	Driveway

Additional features (special energy efficient items, etc.): Vaulted ceilings with recessed lighting, ceiling fans; berber carpet/vinyl flooring; mica counters/cabinets; security system, decorative wall/window treatments; sound proof master bedroom wall; acoustical**
 Condition of the Improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: No physical, functional or external inadequacies were noted. The improvements have been adequately maintained in above average condition relative to actual age. HVAC system was recently replaced. There is a built-in entertainment center on wall abutting garage (see sketch).
 Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property.: No adverse environmental conditions were noted.
 ** designed great room walls for maximum sound focus from multiple speakers, and a 200sf screened porch under truss.

Table with columns for item, subject, comparable no. 1, 2, 3. Includes rows for Estimated Site Value, Estimated Reproduction Cost-New-of Improvements, and Indicated Value by Cost Approach.

Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property): The Cost Approach considers area builder's costs as determined from completed appraisals in file. The land value estimate is supported by several land sales in the general market area. See attached addendum.

Table with columns for item, subject, comparable no. 1, 2, 3. Includes rows for Address, Proximity to Subject, Sales Price, Price/Gross Living Area, Data and/or Verification Source, VALUE ADJUSTMENTS, and Adjusted Sales Price of Comparable.

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): See the attached addendum for additional comments.

Table with columns for item, subject, comparable no. 1, 2, 3. Includes rows for Date, Price and Data Source, and Analysis of any current agreement of sale, option, or listing of subject property.

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 155,000

INDICATED VALUE BY INCOME APPROACH (if Applicable) Estimated Market Rent \$ N/A /Mo. x Gross Rent Multiplier N/A = \$

This appraisal is made [X] "as is" [] subject to the repairs, alterations, inspections or conditions listed below [] subject to completion per plans & specifications.

Final Reconciliation: Greatest weight is given to the Sales Comparison Analysis as it best reflects the actions of willing buyers & sellers. The Cost Approach is supportive. Because this area is typically owner occupied, there is insufficient data available for an Income Approach.

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/FNMA form 1004B (Revised 6/93).

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF December 23, 2001

APPRaiser: Phil Benning, Associate SUPERVISORY APPRAISER (ONLY IF REQUIRED): Signature Date Report Signed December 26, 2001 Name J Lee Norris, MAI, SRA Date Report Signed December 26, 2001

5-Year Sales History

Parcel No. 329

Imperial Street Widening

Project No. 4060

Grantor	Grantee	Price	Date	Arms Length Y/N

NO SALES in PAST 5 YEARS

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: (941) 479-8505
FAX (941) 479-8391

Bob Janes
District One

April 12, 2002

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing
Examiner

Gary Price, City Manager
City of Bonita Springs
9220 Bonita Beach Blvd., Ste. 111
Bonita Springs, Florida 34135

**RE: Purchase Agreement - Imperial Street Widening, Project No. 4060
Parcel 329, Owner - Randall & Penelope Bender**

Dear Mr. Price:

For your review, enclosed is a copy of the signed Agreement for Purchase and Sale of Real Estate, and the appraisal for the improved property located at 27343 Imperial Street. The appraisal indicates a value of \$155,000. The owners have agreed to a purchase price of \$155,000, plus a moving allowance of \$2,000. The agreement includes as a Buyer's expense payment of title insurance and documentary stamps on the deed.

The item will be scheduled for presentation to the Board of County Commissioners as soon as possible for approval. County staff recommends this acquisition be approved.

If you have any questions, please call me at the above listed number or via E-Mail at mannti@leegov.com. Please fax your reply to me so that it may be included in the agenda back up provided to the Board.

Thank you for your cooperation in this matter.

Sincerely,



Teresa L. Mahn
Property Acquisition Agent

Enclosure

cc: Karen L.W. Forsyth, County Lands Director, w/o enclosures
Robert G. Clemens, Acquisition Program Manager, w/o enclosures
Nicole Maxey, PE, DOT Project Manager, w/o enclosures



VIA FACSIMILE (941) 479-8391

*City of
Bonita Springs*

9220 BONITA BEACH ROAD
SUITE 111
BONITA SPRINGS, FL 34135
TEL: (941) 390-1000
FAX: (941) 390-1004

Paul D. Pass
Mayor

Wayne P. Edsall
Councilman
District One

Jay Arend
Councilman
District Two

R. Robert Wagner
Councilman
District Three

John C. Warfield
Councilman
District Four

David T. Piper, Jr.
Councilman
District Five

Ben L. Nelson, Jr.
Councilman
District Six

Gary A. Price
City Manager

Audrey E. Vance
City Attorney

April 16, 2002

Ms. Teresa L. Mann
Property Acquisition Agent
Lee County Division of County Lands
P.O. Box 398
Fort Myers, FL 33902-0398


RE: Purchase Agreement, Parcel 329
Randall and Penelope Bender
27343 Imperial Street

Dear Ms. Mann:

I have reviewed the information you provided for the aforementioned parcel and agree that the \$ 155,000.00 purchase for the appraised value is justified based upon activity in the area. Also, the moving expense of \$2,000.00 along with title insurance and document stamps is reasonable.

If you need further information, please contact me, otherwise I trust this letter is sufficient to proceed to Commission action.

Respectfully,


Gary A. Price
City Manager

GAP/kw

Cc: Audrey Vance, City Attorney
Karen L.W. Forsyth, County Lands Director
Robert G. Clemens, Acquisition Program Manager
Nicole Maxey, PE, DOT Project Manager

INSERT WITH
BS# 20020402